

Tour Andover BMS Maintenance Services  
Contract No. L

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2015 by and between Advanced Control Corporation, a corporation organized and existing under the laws of the State of Florida, having its principal office at 6001 NE 14<sup>th</sup> Avenue, Fort Lauderdale, FL 33334 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Tour Andover parts, labor, preventative maintenance services, emergency services as needed, and database protection for Tour Andover Building Management Systems (hereinafter referred to as the "BMS"), on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), List of Equipment to be Maintained (Appendix B), Preventative Maintenance Tasklist (Appendix C), Frequency Drive Preventative Maintenance Tasklist (Appendix D), Price Schedule (Appendix E), and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the County desires to procure from the Contractor such Tour Andover BMS Maintenance Services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), List of Equipment to be Maintained (Appendix B), Preventative Maintenance Tasklist (Appendix C), Frequency Drive Preventative Maintenance Tasklist (Appendix D), Price Schedule (Appendix E), all other appendices and attachments hereto, all amendments issued hereto, and all associated addenda.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Assistant Director, Internal Services Department, Procurement Management Services Division, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Advanced Controls Corporation and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or

- satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
  - i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
  - j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
  - k) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
  - l) The words "Scheduled Inspections" to mean Contractor shall provide two (2) 100% preventive maintenance inspections on all equipment listed in Appendix B – List of Equipment to be Maintained per year. The maintenance tasking procedures are based on the equipment manufacturer's, Contractor's, as well as third party providers' recommendations and equipment application.
  - m) The words "Telephone Assistance" to mean telephone support and trouble-shooting, as needed, to maintain the existing system.
  - n) The words "Emergency Support Services" to mean emergency response between scheduled visits for unforeseen events or unanticipated work necessitating emergency service, which if not quickly corrected, may constitute a threat to life or property, as determined by the County. This may include, but not be limited to, telephone assistance, software services, and on-site technicians.
  - o) The words "Database Protection" to mean Contractor will back up system files and database during each scheduled inspection.
  - p) The words "Service Documentation" or "Log Book" or "Check Chart" to mean Contractor will document all scheduled and unscheduled service work showing the time, date, name of service technician, and equipment identification and brief description of work. This documentation will be made available upon request.
  - q) The word "Parts" to mean any small component or piece related to the Tour Andover BMS that is used to make key equipment functional.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) appendices to these terms and conditions, and 3) any associated addenda and attachments thereof.

## **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

## **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or

understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on the date stated and shall continue through the last day of the sixtieth (60) month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for an additional sixty (60) month period. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

#### **ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

##### **(1) to the County**

- a) to the Internal Services Department Project Manager:  
Miami-Dade County Internal Services Department  
Facilities and Utilities Management Division  
200 NW 1<sup>st</sup> Street  
Miami, FL 33128

Attention: David Garcia  
Phone: (305) 375-4217  
Fax: (305) 375-4232  
E-mail: dgarcia@miamidade.gov

and,

- b) to the Corrections and Rehabilitation Project Manager:  
Miami-Dade County Corrections and Rehabilitation Department  
Facilities Management Bureau  
3595 NW 72 Avenue  
Miami, FL 33122

Attention: Ana Hassun  
Phone: (786) 263-5907  
Fax: (786) 263-6449  
Email: aya@miamidade.gov

and,

- c) to the Contract Manager:

Miami-Dade County  
Internal Services Department, Procurement Management Division  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974

Attention: Jessica Tyrrell  
Phone: (305) 375-4946  
Fax: (305) 375-4407

**(2) To the Contractor**

Matt Jones, President  
6001 NE 14<sup>th</sup> Avenue  
Fort Lauderdale, FL 33334

Phone: (954) 491-6660  
Fax: (954) 491-6772  
E-mail: mjones@advancedcontrol.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Parts, Work, and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Appendix E – Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

**ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term or extension thereof.

**ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix E – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

**For Internal Services Department (ISD)**

Miami-Dade County  
Internal Services Department  
Attn: David Garcia  
Overtown Transit Village  
601 NW 1<sup>st</sup> Court  
Miami, FL 33136  
Email: dgarcia@miamidade.gov

**For Miami Dade Corrections (MDCR)**

Miami-Dade Corrections and Rehabilitation  
Accounts Payable  
Attn: Ana Hassun

2525 NW 62<sup>nd</sup> Street  
Miami, FL 33147  
Email: ayh@miamidade.gov

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

#### **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, or partners principals. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to Internal Services Department, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

**ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

**ARTICLE 12. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

**ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

**ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this



Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

#### **ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its suppliers shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 17. AUDITS**

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books,

documents, papers and records and of its suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

#### **ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### **ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

#### **ARTICLE 20. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

#### **ARTICLE 21. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### **ARTICLE 22. TERMINATION AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject

- to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
  - e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
    - i. stop work on the date specified in the notice ("the Effective Termination Date");
    - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
    - iii. cancel orders;
    - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
    - v. take no action which will increase the amounts payable by the County under this Agreement; and
  - f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
    - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
    - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
  - g) All compensation pursuant to this Article are subject to audit.

#### **ARTICLE 23. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
  - i. the Contractor has not delivered Deliverables on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
  - i. treat such failure as a repudiation of this Agreement; and

- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

**ARTICLE 24. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

**ARTICLE 25. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

**ARTICLE 26. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the

Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

#### **ARTICLE 27. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

#### **ARTICLE 28. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

#### **ARTICLE 29. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate,

disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

### **ARTICLE 30. VENDOR REGISTRATION/CONFLICT OF INTEREST**

#### **a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. <b>Miami-Dade County Ownership Disclosure Affidavit</b><br/>(Section 2-8.1 of the County Code)</li> <li>2. <b>Miami-Dade County Employment Disclosure Affidavit</b><br/>(Section 2-8-1(d)(2) of the County Code)</li> <li>3. <b>Miami-Dade Employment Drug-free Workplace Certification</b><br/>(Section 2-8-1.2(b) of the County Code)</li> <li>4. <b>Miami-Dade Disability and Nondiscrimination Affidavit</b><br/>(Section 2-8.1.5 of the County Code)</li> <li>5. <b>Miami-Dade County Debarment Disclosure Affidavit</b><br/>(Section 10.38 of the County Code)</li> <li>6. <b>Miami-Dade County Vendor Obligation to County Affidavit</b><br/>(Section 2-8.1 of the County Code)</li> <li>7. <b>Miami-Dade County Code of Business Ethics Affidavit</b><br/>(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</li> <li>8. <b>Miami-Dade County Family Leave Affidavit</b><br/>(Article V of Chapter 11 of the County Code)</li> <li>9. <b>Miami-Dade County Living Wage Affidavit</b><br/>(Section 2-8.9 of the County Code)</li> <li>10. <b>Miami-Dade County Domestic Leave and Reporting Affidavit</b><br/>(Article 8, Section 11A-60 11A-67 of the County Code)</li> <li>11. <b>Subcontracting Practices</b><br/>(Ordinance 97-35)</li> <li>12. <b>Subcontractor /Supplier Listing</b><br/>(Section 2-8.8 of the County Code)</li> </ol> | <ol style="list-style-type: none"> <li>13. <b>Environmentally Acceptable Packaging</b><br/>(Resolution R-738-92)</li> <li>14. <b>W-9 and 8109 Forms</b><br/>(as required by the Internal Revenue Service)</li> <li>15. <b>FEIN Number or Social Security Number</b><br/>In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes: <ul style="list-style-type: none"> <li>▪ Identification of individual account records</li> <li>▪ To make payments to individual/Contractor for goods and services provided to Miami-Dade County</li> <li>▪ Tax reporting purposes</li> <li>▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records</li> </ul> </li> <li>16. <b>Office of the Inspector General</b><br/>(Section 2-1076 of the County Code)</li> <li>17. <b>Small Business Enterprises</b><br/>The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.</li> <li>18. <b>Antitrust Laws</b><br/>By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</li> </ol> |
|---|--|

## b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 31. INSPECTOR GENERAL REVIEWS****Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

**Exception:** The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena



witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

#### **ARTICLE 32. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements

applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

### **ARTICLE 33. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

### **ARTICLE 34. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in

its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

### **ARTICLE 35. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

### **ARTICLE 36. BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

### **ARTICLE 37. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

### **ARTICLE 38. COUNTY USER ACCESS PROGRAM (UAP)**

#### **a) User Access Fee**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all

Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

**b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

**c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

**ARTICLE 39. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

**ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY**

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

**ARTICLE 41. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**ARTICLE 42. DELIVERY AND TRAVEL**

The County shall not be liable to pay for any shipping, freight, delivery, or travel charges.

**ARTICLE 43. ADDITIONAL FACILITIES, SERVICES, AND/OR EQUIPMENT MAY BE ADDED**

Although this contract identifies specific facilities, services, and equipment, it is hereby agreed and understood that any County department or agency facility, service, or additional equipment may be added to this contract at the option of the County. Contractor shall be invited to submit price quote(s), subject to negotiation, for any additional facilities and/or equipment. Any awarded additional facilities, services, or equipment shall be added to this contract by formal written modification of the Agreement.

**ARTICLE 44. DELETION OF FACILITIES**

- a) Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period; upon fourteen (14) calendar days written notice to the Contractor.
- b) Any facility/equipment no longer needed will be formally deleted from the contract by formal modification of the award sheet reflecting the deduction of the prorated amount for the deleted facility(ies) and/or equipment.

**ARTICLE 45. FORCE MAJEURE**

The parties understand that performance by the Contractor may be interrupted or delayed by an occurrence outside of its control, including but not limited to the following: an act of nature, war, riot, sovereign conduct, or conduct of third parties. If that should occur, the Contractor shall be excused from performance for as long as it is reasonably necessary to complete performance, but in no event longer than forty-five (45) days.

**ARTICLE 46. LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR**

Contractor shall furnish all labor, material, and equipment necessary for satisfactory contract performance. Where not specifically identified in the scope of services, materials and workmanship shall be of a suitable type and grade for the purpose. All material, workmanship and equipment shall be subject to the inspection and approval of the County's Project Manager. Under this contract, labor and material costs are included in the Contractor's price as specified in Appendix E – Price Schedule.

**ARTICLE 47. WARRANTY ON SERVICES, PARTS, AND EQUIPMENT**

All warranties, express and implied, shall be made available to the County for goods and services covered by this Contract. All goods and services furnished shall be fully guaranteed by the Contractor against factory defects. At no expense to the County, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty for products and services provided by the Contractor as listed in Appendix B – List of Equipment to be Maintained.

- a) Contractor warrants all parts, equipment, and services performed under this Agreement against defects in material and workmanship for one (1) year from the date a Service was performed or a part was provided, regardless of whether the Contractor is under contract with the County at the time of defect.
- b) Subject to the limitations and exclusions set forth herein, Tour Andover equipment when used in accordance with their instructions will be free from defects in design, material, and workmanship occurring under normal service and use.
- c) All costs incidental to repair or replacement under this warranty agreement, including but not limited to any packaging, shipping, or travel costs, shall be borne exclusively by the Contractor.
- d) When a product under warranty is replaced, a new full warranty period for that product will commence again from the date the replacement was provided.
- e) All deliverables shall be new and not used, reconditioned, refurbished, or recycled and agrees that the deliverables provided are warranted for their merchantability and fit for the contractual purpose.
  - i. In the event any of the materials supplied to the County by the Contractor are found to be defective and do not conform to specifications the materials may be returned to the Contractor at the Contractor's expense and the contract cancelled or the County may require the Contractor to replace the materials at the Contractor's expense.
  - ii. In the event that new parts are not available, the County Project Manager must approve used, reconditioned, refurbished, and/or recycled items in writing prior to installation.
  - iii. Products are warranted in conformance with applicable laws. If any part or term of this Warranty is held to be illegal, unenforceable, or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Warranty did not contain the particular part or term held to be invalid.
- f) Acceptance of any or all parts of the Work by the County does not waive any conditions established by the warranty.
  - i. The County shall endeavor to give Contractor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the County's rights under this section.
    - 1. Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within fourteen (14) calendar days after the County notifies Contractor of such deficiency in writing.

2. If Contractor fails to honor the warranty and/or fails to correct or replace the defective Equipment or Services within the period specified, the County may, at its discretion, notify Contractor, in writing, that the County may:
  - a) Place Contractor in default of this Agreement and charge Contractor any additional costs incurred by the County as a result of not replacing such deficiency via credit memorandum or via invoicing;
  - b) Procure comparable Equipment or Services from another Contract and charge Contractor for the difference in cost between the Contractor product and the comparable Equipment or Services via credit memorandum or via invoicing.
- ii. Any payment by the County on behalf of the goods or services received from the contractor does not constitute a waiver of these warranty provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Carlos A. Gimenez

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Corporate Secretary/Notary Public

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

**APPENDIX A – SCOPE OF SERVICES**

The below Scope of Services is for all-inclusive preventative maintenance services, including all repairs, parts, equipment, and labor for the Tour Andover Building Management System (BMS) which controls Miami-Dade County facilities located at: 1) Women Detention Center, 1401 NW 7 Avenue, Miami FL 33136, 2) Overtown Transit Village (OTV1) North building, 701 NW 1<sup>st</sup> Court, Miami FL 33136, and 3) Overtown Transit Village (OTV2) South building, 601 NW 1<sup>st</sup> Court, Miami FL 33136.

The Contractor, Advanced Control Corporation (ACC) shall, on a County approved maintenance schedule, test, inspect, and service all BMS equipment and components every six months, resulting in two (2) 100% inspections of all equipment annually. Contractor shall visit sites at least one (1) time per month.

The Contractor shall provide dedicated account management to coordinate the delivery of maintenance and repair services. Additionally, the Contractor will check for any system faults or problems and make repairs as necessary to restore the system to full functionality.

The apparent silence of this scope of services and any addendum regarding any details or the omission from the scope of services of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Scope of Services shall be made upon the basis of this Agreement. Any omission from this Agreement of details of work which are necessary to carry out the intent of the Agreement, or which are customarily performed, shall not relieve the Contractor from providing such omitted details of work, but such details shall be performed as if set forth and described in the Agreement.

The Contractor, Advanced Control Corporation, shall be solely responsible for all equipment covered under this Agreement.

**SERVICE SUMMARY:**

SERVICE	SERVICE FREQUENCY		
	Women Detention Center	Overtown Transit Village North Building	Overtown Transit Village South Building
Preventative Maintenance Services, including all repairs, labor, parts, and equipment	Monthly	Monthly	Monthly
Frequency Drive Preventative Maintenance	Per Appendix D	Per Appendix D	Per Appendix D
Emergency Support Services, including telephone assistance, software services, and on-site technicians	Included, as-required	Included, as-required	Included, as-required
Database Protection	Quarterly	Quarterly	Quarterly
Additional Services	As-required	As-required	As-required
Parts	Included	Included	Included

**SECTION 1. GENERAL WORK CONDITIONS**

- a) Check, analyze, maintain, and repair equipment as listed on Appendix B – List of Equipment to be Maintained in order to ensure the highest possible efficiency.
- b) All regular maintenance and repair work shall be performed during normal County work



- hours, Monday through Friday, 7:00 AM –4:00 PM local time. Any work completed outside of the indicated working hours must have either been a declared emergency or pre-approved by the user departments.
- c) Major repairs and shutdowns shall be coordinated with the user department and approved in advance by the Project Manager.
  - d) Precautions shall be exercised at all times for the protection of persons and property. Contractor performing services under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the aforementioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.
  - e) Barricades shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.
  - f) All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.

## **SECTION 2. PREVENTATIVE MAINTENANCE**

The Contractor shall perform, at a minimum, monthly preventative maintenance scheduled inspections in accordance with a program of standard preventative maintenance routines as determined by equipment application and location, manufacturer's recommendations, industry standards, and County Project Manager for the optimal maintenance of the Tour Andover BMS. No additional charges shall be submitted to the County for any service which should be a part of the regular preventative maintenance program. A schedule of preventative maintenance visits shall be submitted to the County Project Manager for approval no later than thirty (30) days after receipt of County Notice to Proceed (NTP).

The services outlined in Appendix C – Preventative Maintenance Tasklist are to be included, at a minimum, as preventative maintenance to the County. The Contractor must conduct system integrity tests through a series of point checks, point commanding techniques, selective disabling, system wide function tests and examination and analysis of standard report logs by a trained systems specialist or field engineer. The Contractor must command all AHU smoke dampers; physically verify operation at the end device and via BMS Workstation to confirm operation. Contractor must check all room temperature sensors versus control set point. Temperature must be less than two (2) degrees Fahrenheit from set point. Contractor must maintain and update all sequences of operations on all submittals and job documentation.

Contractor shall maintain a spare parts inventory of the most common components to ensure a rapid turnaround in repairing the system. However, it is noted that in some cases, it may be necessary to order parts and make a follow up service call to install the replacement device. Any deferred repair shall be noted in the service log book as an open item and signed off by the County Project Manager when complete.

### *Frequency Drive Preventative Maintenance*

Contractor shall perform frequency drive preventative maintenance as listed in OEM documentation, including but not limited to items described in Appendix D - Frequency Drive Preventative Maintenance Tasklist. Contractor must notify County in the event that OEM documentation cannot be obtained. All frequency drive preventative maintenance visits must be scheduled and approved by building management staff. Contractor must store spare cooling fans onsite.

## **SECTION 3. EMERGENCY AND SUPPORT SERVICES**

Contractor shall provide twenty-four (24) hours, seven (7) days a week telephone, internet, and on-site emergency service, on an as-needed basis to the County under this contract. No additional charges should apply to services rendered on any holidays. Emergency services shall be utilized to restore the BMS to normal operation. When an emergency is deemed to exist by an authorized County representative, the Contractor will be notified of the emergency

condition.

The standard on-site response time for emergency support is within three (3) hours. When an emergency is due to poor maintenance by the Contractor, Emergency Services shall be performed at no additional cost to the County. When an emergency is due to external circumstances (an act of nature, war, riot, sovereign conduct, or conduct of third parties), the Contractor shall bill for Emergency Services in accordance with Appendix E – Price Schedule.

#### *Telephone Assistance*

The Contractor shall be available by telephone, provide twenty-four (24) hours, seven (7) days a week, for consultation and troubleshooting of the hardware and software components of the BMS, at no additional cost to the County.

#### *Software Services via Internet*

The Contractor shall provide system and software troubleshooting and diagnostics via modem. To address software malfunctions, or necessary revisions, the Contractor shall be available by modem, Monday through Friday 7:00AM - 4:00PM local time, to provide service at no additional cost to the County. If remote diagnosis cannot be performed through the modem, an on-site visit will be scheduled to complete troubleshooting procedures.

#### *On-Site Technician*

The Contractor shall have on-site technical support available in the form of qualified personnel twenty-four (24) hours a day, seven (7) days per week and shall provide all parts, equipment, and materials necessary to make emergency repairs as needed. The Contractor shall maintain an up-to-date copy of the software/program for each location at all times, in case it becomes necessary to reload the controls/programs via online or on-site.

### **SECTION 4. DATABASE PROTECTION AND MODIFICATION**

Scheduled database back-ups are designed to significantly reduce downtime in the event of hardware failure. Contractor shall back up the system files and database during the quarterly scheduled service visit. A copy of this backup shall be stored on-site as well as at Contractor's branch location. Contractor shall perform database diagnostic tests, analyze the results, and maintain the system database for optimum building control performance within the functional limits of the system. Labor to include database modification including schedule and set point modification at the Overtown Transit Village North and South Buildings.

### **SECTION 5. PARTS**

Contractor is responsible for providing all parts necessary for the optimal maintenance of the BMS at no additional cost to the County. Labor and material costs for the installation of parts are included in the Contractor's price for preventative maintenance.

The Contractor shall identify, repair or replace failed or worn parts with new parts to maintain system in peak operating condition. Parts that are suspected of being faulty may be repaired or replaced in advance, after consultation with the County's Project Manager, to prevent system failure. System components found to be defective are to be removed and replaced; taking into consideration the warranty provisions of this contract, and must be coordinated with the County Project Manager.

### **SECTION 6. SERVICE DOCUMENTATION**

Contractor shall keep a check chart/log book (record) of each site visit. The log book shall list all scheduled maintenance, non-scheduled maintenance, repairs, replacement parts, date work was performed and the mechanic who performed the work. Contractor shall maintain this report on the job site, and have it available for inspection at all times, a check chart and service ticket

indicating the service performed on the most recent visit, and the date of the visit. Copies of check charts shall be attached to the monthly invoice for services.

**SECTION 7. SOFTWARE UPDATES**

Contractor shall make available to the County, all engineering changes and updates or enhancements to the software released during the term of the contract. Such updates and enhancements shall be deemed part of the Software for the purposes of this Agreement. For all such changes, equipment updates and enhancements, Contractor shall provide to the County any revised documentation as deemed necessary by the County.

Contractor must notify the County of any software updates no later than thirty (30) days from the date the update becomes available. Contractor is required to implement the upgrade at the County facility being serviced under this agreement within thirty (30) days of notification by the County.

## APPENDIX B - LIST OF EQUIPMENT TO BE MAINTAINED

**WOMEN DETENTION CENTER  
1401 NW 7 AVENUE, MIAMI, FL 33136**

<u>Qty</u>	<u>Equipment Description</u>	<u>Make</u>	<u>Model No.</u>	<u>Frequency of Inspections per Year</u>
1	Work Station	Andover	Cyber-Station	2
1	Master Controller	Andover	NetController	2
4	Controller	Andover	LCX	2
81	Controller	Andover	TCX	2
1	Controller	Andover	Infilink	2
300	Input Devices	Andover	1005E	2
302	Space Temp Sensors	Andover	TTS-SE-1	2
77	Duct Temp Sensors	Andover	10K-3A	2
10	Relative Humidity Sensors	Andover	HD3X	2
90	Current Switches	Andover	H921	2
505	Control Relays	Andover	RIB1UC	2
9	VFD Signals – Analog	Andover	Trane	2
356	Damper Actuators	Andover	Belimo	2
75	Direct Signals	Andover	RIB	2
53	Valve Actuators	Andover	Belimo	2

**OVERTOWN TRANSIT VILLAGE NORTH  
701 NW 1ST COURT, MIAMI, FL 33136**

<u>Qty</u>	<u>Equipment Description</u>	<u>Make</u>	<u>Model No.</u>	<u>Frequency of Inspections per Year</u>
2	NetController	Andover	NetController	2
302	TCX Controller – VAV Box	Andover	TCX	2
30	TCX Controller	Andover	TCX	2
20	LCX Controller	Andover	LCX	2
10	SCX Controller	Andover	SCX	2
17	Lighting Controllers	Andover	RIB-L3C	2
1	Modules	Andover	XIO4	2
232	Space Temperature Sensors	Andover	TTS-1	2
73	Duct Temperature Sensors	Andover	10K3-d-4	2
7	Water Temperature Sensors	Andover	ET1100-4	2
2	Water Pressure Sensors	Andover	PW2XX04c	2
55	Current Switches	Andover	RIBXKF	2
58	End Switches	Andover	CI-24	2
1	DP Sensors – Water	Andover	EPP101	2

9	DP Sensors - Air	Andover	EPP102	2
36	Static Pressure Transducer	Andover	AFS-460	2
32	Air Quality Sensor	Andover	VER-CWE	2
21	Smoke Panel Inputs	Andover	AFS-222	2
36	Digital Inputs	Andover	KDPS-05	2
17	Lighting Override Switches	Andover	RIBL3C	2
262	Control Relays	Andover	Rib1uc	2
42	VFD Signals - Analog Outputs	Andover	Trane	2
180	Lighting Relays	Andover	RIB1UC	2
106	Damper Actuators	Andover	BELIMO	2
37	Valve Actuators	Andover	Belimo	2
4	ISO Valves	Andover	Belimo	2

**OVERTOWN TRANSIT VILLAGE NORTH  
VARIABLE FREQUENCY DRIVE INFORMATION**

<b>FLOOR</b>	<b>EQUIP. ID</b>	<b>MODEL NO.</b>	<b>SERIAL NO.</b>
FIRST FLOOR	CHWP #1	TR16042	001328H185
FIRST FLOOR	CHWP #2	TR16042	0011288185
FIRST FLOOR	CHWP #3	TR16042	000628H185
FIRST FLOOR	DCHWP #1	TR16027	049229H066
FIRST FLOOR	DCHWP #2	TR16027	050029H066
FIRST FLOOR	AC #6	TR16011	000821H185
SECOND FLOOR	AC #3	TR16022	008328H195
SECOND FLOOR	AC #4	TR16022	006328H195
THIRD FLOOR	AC #3	TR16022	010228H195
THIRD FLOOR	AC #4	TR16022	007328H195
FOURTH FLOOR	AC #3	TR16022	007228H195
FOURTH FLOOR	AC #4	TR16022	006228H195
FIFTH FLOOR	AC #3	TR16022	006282H195
FIFTH FLOOR	AC #4	TR16022	008128H195
SIXTH FLOOR	AC #3	TR16022	009528H195
SIXTH FLOOR	AC #4	TR16022	008028H195
SEVENTH FLOOR	AC #3	TR16022	006428H195
SEVENTH FLOOR	AC #4	TR16022	030327H175
EIGHTH FLOOR	AC #3	TR16022	007828H195
EIGHTH FLOOR	AC #4	TR16022	004928H195
NINTH FLOOR	AC #3	TR16022	007728H195
NINTH FLOOR	AC #4	TR16022	004828H195
TENTH FLOOR	AC #3	TR16022	007928H195
TENTH FLOOR	AC #4	TR16022	006928H195
ELEVENTH FLOOR	AC #3	TR16022	007628H195
ELEVENTH FLOOR	AC #4	TR16022	140131H456
TWELFTH FLOOR	AC #3	TR16022	003528H195
TWELFTH FLOOR	AC #4	TR16022	007028H195
THIRTEENTH FLOOR	AC #3	TR16022	542300Y066
THIRTEENTH FLOOR	AC #4	TR16022	008928H195
FOURTEENTH FLOOR	AC #3	TR16022	006528H195

FOURTEENTH FLOOR	AC #4	TR16022	008828H195
FIFTEENTH FLOOR	AC #3	TR16022	028832H117
FIFTEENTH FLOOR	AC #4	TR16022	008628H195
SIXTEENTH FLOOR	AC #3	TR16022	008228H195
SIXTEENTH FLOOR	AC #4	TR16022	004828H195
SEVENTEENTH FLOOR	AC #1	TR16022	006728H195
SEVENTEENTH FLOOR	AC #2	TR16022	064628H195
ROOF	PAC #1	TR16027	003029H205
ROOF	PAC #2	TR200P18	000208H293
ROOF	SEF #1	TR16022	000328H185
ROOF	SEF #2	TR16022	000228H185
ROOF	SF #1	TR16032	001928H185
ROOF	SF #2	TR16032	003328H185
ROOF	EDPF #1	TR16008	013823H016
ROOF	EDPF #2	TR16008	031423H016
ROOF	SPF #1	TR16008	045325H337
ROOF	SPF #2	TR16008	045125H337

**OVERTOWN TRANSIT VILLAGE SOUTH  
601 NW 1ST COURT, MIAMI, FL 33136**

<b>Qty</b>	<b>Equipment Description</b>	<b>Make</b>	<b>Model No.</b>	<b>Frequency of Inspections per Year</b>
7	7 Master Controller 32 nodes	Andover	bCX1-CR-32	2
1	1 Master Controller 64 nodes	Andover	bCX1-CR-64	2
2	24 input controller	Andover	b3624-S	2
2	800 controller with smoke rating	Andover	b3800-S	2
37	800 controller with smoke rating	Andover	b3814	2
62	I2850 controller w/ s rating	Andover	b3850s	2
26	I2851 controller w/ s rating	Andover	b3851s	2
248	8in/out controller	Andover	b3865-V	2
11	i2867 controller with S rating	Andover	b3867-S	2
1	i2920 16in/16out controller	Andover	b3920	2
10	Infilink repeater	Andover	B-LINK	2
33	expansion module	Andover	xpDI8	2
37	DC power supply 24ac:24dc	Kele	PSM24A24DAS	2
227	RIB relay	Kele	RIB1UC	2
75	Current switch	Kele	RIBXKF	2
32	DP switch with manual reset	Schnieder	AFS-460	2
44	DP switch	Schnieder	RFS-4001	2
10	SPDT relay cube	Kele	RH1BUAC24V	2
10	SPDT relay socket	Kele	SH1B-05	2
112	Static tips	Kele	21121	2
2	Static pressure sensor (0-	Veris	PSS2-150	2

	100 psig)			
18	Static SS plate	Veris	RPS	2
8	Immersion temp sensor w/ well	Veris	ST-W3-NG-X25	2
8	Brass immersion well	Veris	WEL-B	2
1	OA light level sensor	Schnieder	PSR-1-T	2
16	120/24 vac 40VA transformer	Kele	LE11300	2
43	120-024-100-1TF-100 va transformer	Kele	LE12100	2
80	Duct temp sensor – 12” probe	Bapi	BA/10K-3-D-12”	2
1	Insertion flow meter	Onicon	ONI-F-1110	2
10	Temp sensor- std	Schnieder	TTS-S-1	2
230	Temp sensor – sensor plus	Schnieder	TTS-SE-1	2
27	Duct CO Sensor	Schnieder	CDE	2
9	Air-Ari DP sensor-LCD	Schnieder	EPP101-LCD	2
33	Air-Ari DP sensor	Schnieder	EPP102	2
1	RH and Temp OA sensor	Schnieder	HO3XMSTH	2
1	Wet-Wet DP sensor	Schnieder	PW2XX04S	2

**OVERTOWN TRANSIT VILLAGE SOUTH  
VARIABLE FREQUENCY DRIVE INFORMATION**

<b>FLOOR</b>	<b>EQUIP. ID</b>	<b>MODEL NO.</b>	<b>SERIAL NO.</b>
FIRST FLOOR	DWP-1	WJ200 040HF	
FIRST FLOOR	DWP-2	WJ200 055HF	
FIRST FLOOR	DWP-3	WJ200 055HF	
FIRST FLOOR	DCHWP #1	TR 200	041103Y199
FIRST FLOOR	DCHWP #2	TR 200	041303Y199
FIRST FLOOR	CHWP #1	TR 200	052803Y199
FIRST FLOOR	CHWP #2	TR 200	052903Y199
FIRST FLOOR	CHWP #3	TR 200	000501H099
FIRST FLOOR	ECHWP-1	TR 200	983602Y189
FIRST FLOOR	AHU-3	TR 200	000201H059
FIRST FLOOR	AHU-4	TR 200	002202H169
SECOND FLOOR	VDF(AHU-1)	TR 200	023003Y189
SECOND FLOOR	VDF(AHU-2)	TR 200	022903Y189
NINE FLOOR	VDF(AHU-1)	TR 200	024703Y189
NINE FLOOR	VDF(AHU-2)	TR 200	023903Y189
TENTH FLOOR	VDF(AHU-1)	TR 200	024803Y189
TENTH FLOOR	VDF(AHU-2)	TR 200	023603Y189
ELEVENTH FLOOR	VDF(AHU-1)	TR 200	025303Y189
ELEVENTH FLOOR	VDF(AHU-2)	TR 200	023703Y189
TWELFTH FLOOR	VDF(AHU-1)	TR 200	025403Y189
TWELFTH FLOOR	VDF(AHU-2)	TR 200	023503Y189
THIRTEENTH FLOOR	VDF(AHU-1)	TR 200	025203Y189
THIRTEENTH FLOOR	VDF(AHU-2)	TR 200	024103Y189
FOURTEENTH FLOOR	VDF(AHU-1)	TR 200	025503Y189
FOURTEENTH FLOOR	VDF(AHU-2)	TR 200	024303Y189
FIFTEENTH FLOOR	VDF(AHU-1)	TR 200	025803Y189

FIFTEENTH FLOOR	VDF(AHU-2)	TR 200	023403Y189
SIXTEENTH FLOOR	VDF(AHU-1)	TR 200	025603Y189
SIXTEENTH FLOOR	VDF(AHU-2)	TR 200	024403Y189
SEVENTEENTH FLOOR	VDF(AHU-1)	TR 200	025003Y189
SEVENTEENTH FLOOR	VDF(AHU-2)	TR 200	023103Y189
EIGHTEENTH FLOOR	VDF(AHU-1)	TR 200	024903Y189
EIGHTEENTH FLOOR	VDF(AHU-2)	TR 200	023303Y189
NINETEENTH FLOOR	VDF(AHU-1)	TR 200	025703Y189
NINETEENTH FLOOR	VDF(AHU-2)	TR 200	023203Y189
TWENTIETH FLOOR	VDF(AHU-1)	TR 200	003802H189
TWENTIETH FLOOR	VDF(AHU-2)	TR 200	002202Y189
TWENTY FIRST FLOOR	VDF(AHU-1)	TR 200	024603Y189
TWENTY FIRST FLOOR	VDF(AHU-2)	TR 200	024203Y189
TWENTY SECOND FLOOR	VDF(AHU-1)	TR 200	003102H189
TWENTY SECOND FLOOR	VDF(AHU-2)	TR 200	000902H189
ROOF	SF-1	TR 200	000202H189
ROOF	SF-2	TR 200	000302H189
ROOF	SEF-1	TR 200	002608H114
ROOF	SEF-2	TR 200	002058H114
ROOF	EPF-1	TR 200	000302H169
ROOF	EPF-2	TR 200	000202H169
ROOF	SPF-1	TR 200	000302H189
ROOF	SPF-2	TR 200	000402H149
ROOF	SEF #1	TR16022	000328H185
ROOF	SEF #2	TR16022	000228H185
ROOF	SF #1	TR16032	001928H185
ROOF	SF #2	TR16032	003328H185
ROOF	EDPF #1	TR16008	013823H016
ROOF	EDPF #2	TR16008	031423H016
ROOF	SPF #1	TR16008	045325H337
ROOF	SPF #2	TR16008	045125H337



**APPENDIX C – PREVENTATIVE MAINTENANCE TASKLIST****Procedure #1: Host Computer Workstation**

<u>STEPS</u>	<u>WORK DESCRIPTION SUMMARY</u>
Step 1	Check and set computer date / time;
Step 2	Check and set holiday schedule;
Step 3	Check and set daylight savings time;
Step 4	Check and set off normal points;
Step 5	Run "Scandisk" and "Disk Defrag," if required;
Step 6	Clean exterior surfaces;
Step 7	Backup data bases onto remote or external drive to be provided by contractor; two backup databases per calendar year must be stored by the Contractor;
Step 8	Complete report.

**Procedure #2: ACC Controller Taps / Modems**

<u>STEPS</u>	<u>WORK DESCRIPTION SUMMARY</u>
Step 1	Check operation of TAP and modem communication;
Step 2	Check all cables and connectors;
Step 3	Connect to all nodes on the Controller and Sub LAN to record functional abnormalities;
Step 4	Check and verify third party communication software via dialing into site;
Step 5	Check communication error logs and diagnostic reports;
Step 6	Check network traffic and address any issues including excessive network traffic;
Step 7	Complete report.

**Procedure #3: System Operation**

<u>STEPS</u>	<u>WORK DESCRIPTION SUMMARY</u>
Step 1	Check alarm file for any points in alarm mode;
Step 2	Check for points in manual mode;
Step 3	Check PCU summary for any 'old data';
Step 4	Check PCU summary for any points inhibited;
Step 5	Check messages file for the following message types: Alarms, Command errors, Test on/off points, Manual on / off, Station restore, Host / Link / PCU / LAN reconfigure;
Step 6	Station Save on each controller and create backup of system (archive files);
Step 7	Command all dampers and physically verify operation at the end Device;
Step 8	Check alarm logs/reports and address nuisance alarms as needed;
Step 9	Check equipment is turning on and off as per equipment schedule;
Step 10	Complete report.

**Procedure #4: Temperature and Humidity Calibration**

<u>STEPS</u>	<u>WORK DESCRIPTION SUMMARY</u>
--------------	---------------------------------

- |         |  |
|---------|--|
| Step 1  | Prior to any work being executed, ACC will seek approval from building management staff;                             |
| Step 2  | ACC will coordinate with building management staff to determine any problem areas;                                   |
| Step 3  | Once the operator has submitted temperature / humidity problem list, ACC will verify readings;                       |
| Step 4  | ACC will place certified thermometer / % RH meter at location of sensor;   |
| Step 5  | Allow settling time before taking final reading;   |
| Step 6  | Compare actual measured reading to controller reading;   |
| Step 7  | Record offset of point;  |
| Step 8  | Verify and adjust to within 1 degree or 5% of % RH;  |
| Step 9  | Check system is fully operational and acknowledge any alarms;  |
| Step 11 | Check all room temperature sensors versus control set point (must be less than 2 degrees Fahrenheit from set point); |
| Step 12 | Complete report.   |
- Required equipment: hand-held console, computer, and certified meter

**Procedure #5: DDC Controllers**

- |              |   |
|--------------|---|
| <u>STEPS</u> | <u>WORK DESCRIPTION SUMMARY</u>   |
| Step 1       | Prior to any work being executed, ACC will seek approval from maintenance supervisor; |
| Step 2       | Check all DC and AC Power supplies for proper voltage levels;                         |
| Step 3       | Verify controller operation and communication on LAN;                                 |
| Step 4       | Visually inspect circuit boards;  |
| Step 5       | Clean Controller Panel;   |
| Step 6       | Verify panel I/O schedule is correct;   |
| Step 7       | Inspect panels, cabling and connections for damage and corrosion                      |
| Step 8       | Complete report.  |
- Required equipment: Hand Held Console or Computer

## APPENDIX D – FREQUENCY DRIVE PREVENTATIVE MAINTENANCE TASKLIST

<b><u>Frequency Drive Preventative Maintenance Task/Service</u></b>	<b><u>Frequency</u></b>
Visual inspection of circuit boards and components; address issues as needed	Every six (6) months
Cleaning with dry air	Every six (6) months
Clean dust and dirt from heat sink fins	Every six (6) months
Checking electrical connections and tightening with correct torque wrench/driver as needed	Every six (6) months
Check and replace cooling fans as needed	Every six (6) months
Exercise drive by commanding on and off through BMS and verify that drive is responding as expected	Every six (6) months
Exercise drive by changing speed reference and verify that drive is responding as expected	Every six (6) months
Replace air filter as needed	Every six (6) months
Check output power with oscilloscope for each drive; printout of sine wave for each from must be provided to the County for review	Yearly
Perform an IR thermal scan of the drives power input and power output; provide the County a report of IR scan results for each drive	Yearly
Provide a report detailing all PM tasks performed and list any deficiencies encountered for each drive.	After each PM visit

## APPENDIX E – PRICE SCHEDULE

DESCRIPTION OF WORK/SERVICE	PRICE		
	Women's Detention Center	Overtown Transit Village North Building	Overtown Transit Village South Building
<b>Maintenance Services:</b> includes Preventative Maintenance, all repairs, labor, parts, equipment, tools, installation, and Quarterly Database Protection	(inclusive of Maintenance, Labor, and Parts)	(inclusive of Maintenance, Labor, and Parts)	(inclusive of Maintenance, Labor, and Parts)
<b>Parts:</b> Replacement Parts inclusive of all labor, tools and equipment necessary for installation and any other installation costs, for the contract term	Included	Included	Included
<b>Support Services:</b> Includes telephone assistance, internet assistance, software support/upgrades	Unlimited support, no additional cost to the County	Unlimited support, no additional cost to the County	Unlimited support, no additional cost to the County
<b>MONTHLY CONTRACT COST:</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>
<b>ANNUAL CONTRACT COST:</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>
AS-NEEDED SERVICES	LABOR RATE SHEET		
<b>Additional Services:</b> <b>(Emergency Services: See note 2)</b>	<b>REGULAR RATE</b> (PER HOUR)	<b>REGULAR RATE</b> (PER HOUR)	<b>REGULAR RATE</b> (PER HOUR)
Field Service Technician/Specialist	\$00	\$ .00	\$ .00
Field Systems Engineer	\$ .00	\$ .00	\$ .00
Field Programmer - O/S Software	\$00	\$ .00	\$ .00
Field Programmer - Graphic Maps/Displays	\$ .00	\$ .00	\$ .00
Senior Programmer - Custom Software Applications	\$ .00	.00	\$ .00
Software-Web Designer/Web Programmer	\$00	\$00	\$00
Legacy System (AC256) Service Technician	n/a	n/a	n/a
Legacy System (AC256) Software Programmer	n/a	n/a	n/a
System Design / Engineering Consultation	\$ .00	\$ .00	\$ .00
Drafting Services	\$ .00	\$ .00	\$ .00

**NOTES:**

- Parts and labor are excluded for the Fireman's Override Panel & Smoke Evacuation Components, as these are related to the overall HVAC system, but are not Tour Andover controlled equipment. Replacement or repairs of these parts will be subject to third party rates, and will be negotiated separately if needed.
- Emergency rates are calculated at 1.5 times regular contract rates.